

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. A00002		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ NO See Schedule		5. PROJECT NO. (If applicable)	
6. ISSUED BY HQ AMC/DOYMB 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302		7. ADMINISTERED BY (If other than Item 6) FA4428		CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) AIRBORNE EXPRESS - DOMESTIC EXPRESS 3131 ELLIOTT AVE SEATTLE, WA. 98121		(X) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)		10A. MODIFICATION OF CONTRACT/ORDER NO. F11626-02-A-0005	
CODE 52229 FACILITY CODE		10B. DATED (SEE ITEM 13) 02/AUG/2002					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting and Appropriation Data (If required) _____ CODE							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14							
(X) A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clause 52.212-4(c) - Contract Terms and Conditions-Commercial Items (May 2001) D OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ 1 _____ copies to the issuing office							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE CONTINUATION ON PAGE 2							

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Blanie Kurtz, Project Manager		15B. CONTRACTOR/OFFEROR Blanie Kurtz (Signature of person authorized to sign)		15C. DATE SIGNED 07 Jan 2003		15D. UNITED STATES OF AMERICA Pamela S. Moran (Signature of Contracting Officer)		15E. DATE SIGNED 1/8/03	
15A. NAME AND TITLE OF SIGNER (Type or print) Pamela S. Moran pamela.moran@scott.af.mil		15B. CONTRACTOR/OFFEROR Blanie Kurtz (Signature of person authorized to sign)		15C. DATE SIGNED 07 Jan 2003		15D. UNITED STATES OF AMERICA Pamela S. Moran (Signature of Contracting Officer)		15E. DATE SIGNED 1/8/03	

NSN 7540-01-162-9070
PREVIOUS EDITION UNUSABLE

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STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

a. The purpose of this modification is to change the following:

(1) Page 21, I. Description of Service, paragraph 1.3, change to read "Third (3rd) party logistics Contractors, under a cost-reimbursable contract, may also use this BPA for official business conducted on behalf of the US Federal Government, if mutually agreed upon by the domestic express Contractor. Invoicing and billing procedures shall be mutually agreed upon between the third-party Contractor, the sponsoring agency, and the domestic express Contractor (See Exhibit G)."

(2) Page 69, Exhibit G, Authorization Procedures for Commercial Contractors, paragraph 1, change to read "The Contracting Officer has determined that it is in the government's best interest to allow certain commercial contractors to use the BPA when using domestic express small package service for shipments made on behalf of the US government. The Contractors include Third Party Logistics (3PL) Contractors under a cost reimbursable contract."

(3) Page 71, Exhibit G, remove paragraph 8 which states Delivery Terms: Contract must require FOB (free on board) origin terms in order to be considered for participation in the program.

(4) Page 28, I. Description of Service, paragraph 4.4.8.2.4, change to read "The report of sales and revenues or the closeout report shall accompany the submission of the Administrative Service Charge to the Payment Office with a copy forwarded to the Administrative Contracting Officer."

(5) Page 8, Block 19 - 24, Schedule of Supplies/Services, Next Day Service, correct letter weight 34 Lbs, estimated shipments 27,933, to read \$32.32 in lieu of \$ 23.32. This administrative change is to correct a typographical error.

b. There is no cost associated with these changes. There are no other changes to the Blanket Purchase Agreement as a result of this modification.

c. Revised pages are attached. Changes are identified by a vertical line in the right margin.

STATEMENT OF WORK
DOMESTIC EXPRESS DELIVERY OF SMALL PACKAGES

I. DESCRIPTION OF SERVICE

1. Scope of the Blanket Purchase Agreement (BPA)

1.1. The purpose of this BPA is to provide domestic express small package delivery services for same day, next day and second-day delivery for the United States (US) Department of Defense (DOD). Domestic express small package delivery service includes door-to-door, pickup and delivery, transportation, and in-transit visibility (ITV) of extremely urgent letters and small packages up to and including 150 pounds. Contractors must participate in the Civil Reserve Air Fleet (CRAF), be registered in the Central Contractor Registration (CCR), and participate in PowerTrack. The Contractor shall deliver to 95% of all ZIP Codes, excluding Post Office boxes, Army Post Office (APO) or Fleet Post Office (FPO) addresses located in the CONUS, Alaska, Hawaii, and the Commonwealth of Puerto Rico and all ZIP Codes provided to their commercial customers, whichever is greater.

Airborne/Menlo Worldwide is in compliance with the above.

1.2. This BPA is a mandatory source for all Department of Defense (DOD) small package delivery service requirements within the scope of the GSA Multiple Award Schedule and this BPA.

1.3. Third (3rd) party logistics Contractors, under a cost-reimbursable contract, may also use this BPA for official business conducted on behalf of the US Federal Government, if mutually agreed upon by the domestic express Contractor. Invoicing and billing procedures shall be mutually agreed upon between the third-party Contractor, the sponsoring agency, and the domestic express Contractor (See Exhibit G).

2. Definitions. Refer to Exhibit B for definitions of all Government unique terms used in this BPA.

3. Basic Service. The Contractor shall provide express service through pick-up, transport, active tracking, and delivery of extremely urgent letters and small packages to and from CONUS, Alaska, Hawaii, and Commonwealth of Puerto Rico locations in accordance with the GSA Multiple Award Schedule Scope of Work, commercial practices, and DOD/agency requirements.

Airborne/Menlo Worldwide is in compliance.

4. General Requirements.

4.1. BPA prices for basic service shall be inclusive of all charges (e.g., inclusive of pickup and/or delivery charges).

4.2. The contractor shall make available services not specified in this BPA, but which are contained in the contractor's commercial service guide (CSG) or are offered to their commercial customers. If the contractor provides these services to its commercial customers at no cost, these services shall be provided to the government at no additional cost. The charge applied to commercial customers for these services will be used to compute the governments' service charge.

EXHIBIT G

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AUTHORIZATION PROCEDURES
FOR COMMERCIAL CONTRACTORS

The Contracting Officer has determined that it is in the government's best interest to allow certain commercial contractors to use the BPA when using domestic express small package service for shipments made on behalf of the US government. These contractors include Third Party Logistics (3PL) Contractors under a cost reimbursable contract.

The following procedures must be followed when requesting authorization to participate in the DOD BPAs. Contractors shall submit their written request to participate by completing the Contractor's Request to Use the Domestic Express BPA form to the sponsoring agency administering the contract.

The CO will verify/confirm the information provided in para 1-5 of the request by signing and dating within the space provided under para 5, Contracting Officer Signature and date. This action must be mutually agreed upon by the domestic express contractor. The CO will forward the completed form to the appropriate ACOR. Go to the public website for a list of ACORs:
<https://amcpublish.scott.af.mil/don>.

The ACOR shall forward the completed request form to the contractor(s), with a courtesy copy provided to the Administrative Contracting Officer and Program Office.

Telephone Number: _____

5. Agency Billing Office Point of Contact:

Name: _____

Address: _____

Telephone Number: _____

INFORMATION IN PARAGRAPHS 1-5 VERIFIED:

Contracting Officer Signature

Date

- 6. Shipment Destination Profile:** List anticipated shipment destination locations and provide projected number of shipments and percentage of shipments to specific agencies.

- 7. Shipment Weight Profile:** Be as specific as possible, X number of estimated shipments 1-10 lbs, etc.

NOTE: Any commercial contractor receiving approval to use the BPA shall adhere to all its terms and conditions.

4.4.8. Administrative Service Charge.

4.4.8.1. All sales of BPA services to authorized users shall incur Contractor liability for payment of the Administrative Service Charge (ASC) at the time revenues are received, unless the purchase was conducted under a separate contracting authority such as, a GWAC or separately awarded FAR Part 14 or 15 procurement.

Airborne/Menlo Worldwide agrees to the Administrative service charge.

4.4.8.2. Contractor's Report of Sales and Revenue.

4.4.8.2.1. The Contractor shall report the quarterly dollar value (rounded to the nearest whole dollar) of all sales under this BPA by calendar quarter (i.e., January-March, April-June, July-September, and October-December). The dollar value of a sale is the price billed/invoiced to each customer for products and services requested under this BPA as identified in each CLIN and the revenue is the money received by the Contractor. The reported BPA sales and revenues shall be inclusive of the Administrative Service Charge.

4.4.8.2.2. The Contractor shall report the quarterly dollar value of sales and revenues to the Administrative Contracting Office identified on the SF 1449, block 16, and to the Payment Office identified on the SF 1449, block 18. The Contractor shall report sales and revenues separately for each Contract Line Item Number (CLIN). If no sales occur or no revenues are received, the Contractor shall show zero on the report for each separate CLIN.

4.4.8.2.3. The report is due 30 days following the completion of the reporting period. The Contractor shall also provide a closeout report within 120 days after the expiration of the BPA. The BPA expires upon physical completion of the last, outstanding order issued under the terms of the BPA. The closeout report shall cover all revenues not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all BPA revenues and reconciled all errors and credits on the final quarterly report, then the Contractor shall show zero revenues in the closeout report. The Contractor shall remit any monies due as a result of the closeout report at the time the closeout report is submitted.

4.4.8.2.4. The report of sales and revenues or the closeout report shall accompany the submission of the Administrative Service Charge to the Payment Office with a copy forwarded to the Administrative Contracting Officer.

Airborne/Menlo Worldwide will be in compliance.

4.4.9. Administrative Service Charge Remittance.

4.4.9.1. The Contractor shall pay the U.S. Air Force an Administrative Service Charge (ASC) as a percentage of the revenues received. The Contractor shall remit the ASC in U.S. dollars within 30 days after the end of each quarterly reporting period as established in the section titled, 4.4.8.2. Contractor's Report of Sales and Revenues. The ASC equals 1% (one percent) of total quarterly revenues received.

Total Extended Price	(Estimated)
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